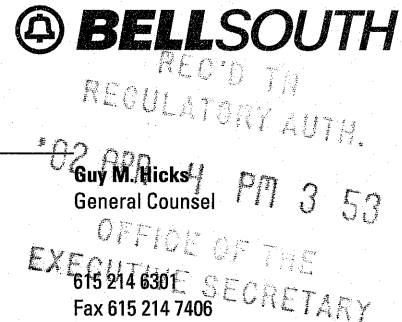


BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

April 2, 2002



VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and BellSouth Mobility, LLC d/b/a Cingular Wireless BellSouth Personal Communications, LLC d/b/a Cingular Wireless. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 02-00120 02-00355

Dear Mr. Waddell:

Enclosed for filing are the original and thirteen copies of the Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and BellSouth Mobility, LLC d/b/a Cingular Wireless BellSouth Personal Communications, LLC d/b/a Cingular Wireless. ("Cingular") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. The enclosed Amendment adds Meet Point Billing language to the Interconnection Agreement. The Amendment was negotiated by Cingular and BellSouth and is consistent with the standards for approval.

Cingular and BellSouth respectfully request that the Petition and Amendment be filed, reviewed and considered for approval as expeditiously as possible.

Very truly yours,

Guy M. Hicks

GMH/dt
Enclosure

cc: Senior Interconnection Manager, Cingular Wireless
Legal, Cingular Wireless
Leah Cooper, BellSouth Telecommunications, Inc.
Paul McDaris, BellSouth Telecommunications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and BellSouth Mobility, LLC d/b/a Cingular Wireless BellSouth Personal Communications, LLC d/b/a Cingular Wireless Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 02-00120 02-00355

**PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND BELL SOUTH MOBILITY, LLC D/B/A CINGULAR WIRELESS
BELL SOUTH PERSONAL COMMUNICATIONS, LLC D/B/A CINGULAR
WIRELESS PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, BellSouth Mobility, LLC d/b/a Cingular Wireless BellSouth Personal Communications, LLC d/b/a Cingular Wireless ("Cingular") and BellSouth Telecommunications, Inc., ("BellSouth"), and respectfully file this request with the Tennessee Regulatory Authority (the "TRA") for approval of the attached Amendment to the Interconnection Agreement filed for approval with the TRA on November 19, 2001 (hereinafter collectively referred to as the "Agreements"). The Agreement was negotiated between BellSouth and Cingular pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Cingular and BellSouth state the following:

THE PARTIES

1. BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.

2. Cingular is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

THE AGREEMENTS

3. Cingular and BellSouth have successfully negotiated an agreement for the continued interconnection of their networks. The Agreement was filed with the TRA on November 19, 2001 for approval.

4. The parties have now negotiated an Amendment to the Agreement which adds Meet Point Billing language to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

5. Pursuant to Section 252 (e) of the Act, Cingular and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with BellSouth pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between Cingular and BellSouth within 90 days of its submission. The Act provides that the TRA may reject such Agreement only if it

finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. Cingular and BellSouth aver that the Agreement is consistent with the standards for approval.

10. Pursuant to Section 252 (i) of the Act, once the Agreement is approved, BellSouth will make the terms and conditions of the Agreement available to any similarly situated CMRS provider.

11. Cingular and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties without revision as expeditiously as possible consistent with the public interest. Cingular has authorized BellSouth to file the Amendment on its behalf.

This 3rd day of April, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

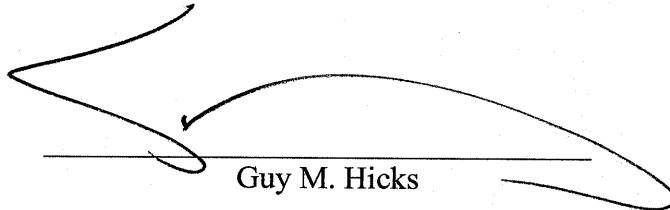
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 30 day of Apr, 2002:

Cingular Wireless
Attn: Senior Interconnection Manager
5565 Glenridge Connector, Suite 1616
Atlanta, GA 30342

Cingular Wireless
Attn: Legal
5565 Glenridge Connector, Suite 1728W
Atlanta, GA 30342



Guy M. Hicks

CMRS0003
CMRS0006
CMRS0060
CMRS0064
CMRS0078

**Second Amendment to
Interconnection Agreement between
BellSouth Mobility LLC d/b/a Cingular Wireless and
BellSouth Telecommunications, Inc.**

This Agreement (the "Amendment") is made and entered into as of February 1, 2002, between BellSouth Mobility LLC d/b/a Cingular Wireless, a Georgia limited liability company ("Cingular Wireless") and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation.

WHEREAS, Cingular Wireless and BellSouth (hereinafter referred to collectively as the "Parties") have entered into that certain Interconnection Agreement, effective June 14, 2001, for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, which has or will be filed with the Commissions in said states; and

WHEREAS the Parties desire to amend the Interconnection Agreement; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cingular Wireless and BellSouth hereby covenant and agree that the Interconnection Agreement be amended as follows:

1. Section XXXII as follows is added to the Interconnection Agreement:

XXXII. Meet Point Billing

A. For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and/or calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Carrier providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits its network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by

BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network.

B. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify all parties to be billed. Information required for Meet Point Billing includes but is not limited to: (1) Regional Accounting Office code (RAO), (2) Operating Company Number (OCN) and/or Company Code (CC) per state for each entity to be billed (if an OCN/CC is not available for each billed entity BST will render a single bill to Carrier), (3) a unique Access Carrier Name Abbreviation (ACNA), (4) Percent Interstate Usage, (5) Percent Local Usage, (6) 800 Service Percent Interstate Usage or default of 50%, (7) Billing Interconnection Percentage, and, (8) a Screening Telephone Number (STN) from a dedicated NXX associated with each Trunk Group subscribed to by Carrier. A default Billing Interconnection Percentage of 1% BellSouth and 99% Carrier will be used if Carrier does not file with NECA to establish a Billing Interconnection Percentage other than default. Carrier must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. The parties acknowledge that the exchange of 1150 records will not be required.

C. Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections (Type 2A Interconnections) with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes having rate centers within BellSouth's franchised service area, which can be identified as belonging to the originating and terminating network. When the access tandem in which interconnection occurs does not have the capability to record messages, and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. The parties will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

D. In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Carrier desire to avoid such charges, Carrier may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

E. Participation in Meet Point Billing is outside the reciprocal compensation requirements of this Agreement. Meet Point Billing, as defined in paragraph A above, under this Section will result in Carrier compensating BellSouth at the intermediary rate in Section VI. D of the Agreement for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.

F. Commencement of exchange of records will begin no earlier than ninety (90) days from the later date of the date the contract is signed or the date that all necessary information as defined in paragraph B above is provided. The date the Parties begin the exchange of records process will be the date that the percentages in Section VI.D of the Agreement will no longer be applied to determine what percentage of the non-local traffic delivered to BellSouth by Carrier shall be subject to Non-Local Intermediary charges.

2. Except as expressly provided herein, all other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

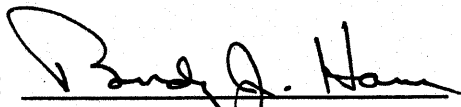
4. Nothing in this Amendment shall in any way amend, modify, alter, limit, change, restrict or otherwise effect the rights, benefits, duties, obligations or liabilities of the Parties.

5. For purposes of this Amendment, capitalized terms have the meanings set forth herein unless the context requires otherwise. Terms that appear herein (whether or not capitalized) that are not defined herein have the meanings ascribed to them in the Interconnection Agreement and if not defined therein, have the meanings ascribed to them in the Act, or (if not defined therein) have the meanings customarily associated with them based on ordinary usage in the telecommunications industry as of the Effective Date.

6. BellSouth and Cingular Wireless covenant that this Amendment shall be promptly submitted to the proper regulatory authorities for approval pursuant to section 252(e) of the Act, and agree that either or both of the parties is authorized to submit this Amendment to the proper regulatory authority.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Bellsouth Telecommunications, Inc.

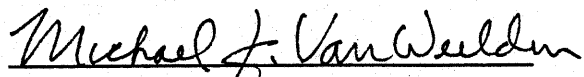
By: 

Name: Randy J. Ham

Title: Managing Director

Date: 2/28/02

BellSouth Mobility LLC d/b/a Cingular
Wireless

By: 

Name: Michael F. Van Weelden

Title: Director - Wholesale Mktg

Date: 2-25-02





